

Terms and Conditions **Attachment A**

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1. Bid Delivery Instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement
P O Box 94095
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:V:335, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

ATTENTION

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select.

2. Terms and Conditions.

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

3. Vendor's Forms.

The Purchase/Release Orders is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

4. Price Reductions.

Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Director of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

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5. Invoices.

Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

6. Deliveries.

Contractors will maintain an adequate supply of all items in order to meet specified delivery.

7. Payment.

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

8. Vendor List.

The bidder who signs the bid will be designated as prime contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid a list of those additional authorized distributors including the complete business address. The prime contractor will be responsible for the actions of any distributor vendors listed.

9. Electronic Payment:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following two options. You may indicate your acceptance below.

The **LaCarte** procurement card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts: Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EFT payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20EFT%20Vendor%20Enrollment%20Instructions%20.pdf> or <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at

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<http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and
<http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for Payment Type Chosen

Date

Email address and phone number of authorized individual

10. Procurement of United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

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Do you claim this preference? Yes _____

Specify line number(s): _____

Specify location within the United States where this product is manufactured:

(Note: if more space is required, include on separate sheet.)

11. Acceptance.

Bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

12. Contract Revisions.

Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when State Procurement has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required making such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the office of state procurement must be honored. Revisions will become effective only upon approval by the director of state procurement or designee. Bidder should include with bid a list of all persons, in addition to the signer of this bid, who are authorized to request revisions to this contract.

13. Contractual Period.

The State of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less than 12 months.

14. Quantities.

This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of 1 indicates a lack of history on this item. The successful bidder must supply at bid price actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

15. Orders.

The Agency and their offices are to issue contract release orders for the items required, as and when needed. The orders are to be issued directly to the supplier, making reference to the contract and item number.

16. Cancellation.

The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

17. Federal Clauses.

Energy Policy and Conservation Act: The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and conservation Act (P.L. 94-163). Anti-Lobbying and Debarment Act. The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

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18. Contract Performance Evaluation.

In an effort to improve our contracts to meet the needs of the agencies we serve, the contractor's performance will be monitored. Agencies' feedback will be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals or revisions and rebidding. To view the content of the contract performance evaluation form, go to <http://www.doa.louisiana.gov/osp/onlineforms/submit/contrperformance.pdf>, or call for a copy. Agency reports of deficient performance will be appropriately addressed during the contract period.

19. Contract Renewal Option.

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

20. Contract Usage.

Successful vendor(s) is to keep a record of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The usage report is to include the vendor's name, phone and fax numbers, the persons who compiled the report and a summary "by line item" indicating quantity purchased.

- 21.** Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days.
- 22.** Every item bid should have sufficient information enclosed with the bid, in order to determine quality, suitability, and compliance with the specifications. The above requirements included items in which the bidder states he proposes to furnish exactly what is called for in the specifications. Failure to comply with this request may eliminate your bid from consideration.
- 23.** Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.
- 24.** Late payments; if any, shall be paid in accordance with R.S. 39:1695.
- 25. Non-Exclusivity Clause**

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 31.** The Purchasing Agency reserves the right to Inspect and Test the delivered merchandise for compliance with the bid specifications. If merchandise fails to meet the specifications, the cost of test and inspection will be paid by the contractor. If the merchandise is in compliance, cost of all test will be paid by the using Agency.
- 32. Preference Louisiana.**

In accordance with Louisiana revised statutes 39:1595, a preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? _____

Specify Line Number(s): _____

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Specify Location within Louisiana where this product is manufactured, produced, grown or assembled:_____

Do you have a Louisiana Business workforce? Yes_____ No_____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes_____ No_____

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

33. Substitutes:

Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the director of State Procurement or Designee.